

STATE OF SOUTH CAROLINA

(Caption of Case)

Application of ATN, Inc for a Certificate of Public Convenience and Necessity to Provide Intrastate Telecommunications Services and for Alternative Regulation Within the State of South Carolina

216292
BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: 2009 - 163 - C

(Please type or print)

Submitted by: Scott Elliott

SC Bar Number: 1872

Address: 721 Olive Steet

Telephone: 803-771-0555

Columbia, SC 29205

Fax: 803-771-8010

Other:

Email: selliott@elliottlaw.us

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certificatio
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input checked="" type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input checked="" type="checkbox"/> Tariff
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other:
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	

ELLIOTT & ELLIOTT, P.A.
ATTORNEYS AT LAW
721 OLIVE STREET
COLUMBIA, SOUTH CAROLINA 29205
selliott@elliottlaw.us

SCOTT ELLIOTT

TELEPHONE (803) 771-0555
FACSIMILE (803) 771-8010

April 13, 2009

VIA HAND DELIVERY

Charles L. A. Terreni, Esquire
Chief Clerk and Administrator
South Carolina Public Service Commission
101 Executive Center Drive
Columbia, SC 29210

RE: Application of ATN, Inc. for a Certificate of Public Convenience
and Necessity to Provide Intrastate Telecommunications Services
and for Alternative Regulation Within the State of South Carolina

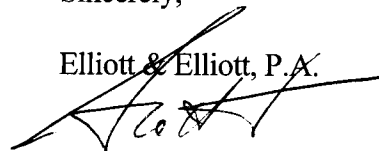
Dear Mr. Terreni:

Enclosed please find for filing an original and fifteen (15) copies of the Application of ATN, Inc. for a Certificate of Public Convenience and Necessity to Provide Intrastate Telecommunications Services and for Alternative Regulation within the State of South Carolina. By copy of this letter, I am serving the Office of Regulatory Staff.

I have enclosed an extra copy of this application which I would ask you to date stamp and return to me through my courier. If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Sincerely,

Elliott & Elliott, P.A.



Scott Elliott

SE/mlw

Enclosures

RECEIVED
2009 APR 13 11:00:38
SOUTH CAROLINA
PUBLIC SERVICE
COMMISSION

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

DOCKET NO.:

In Re:

**Application of ATN, Inc.
For a Certificate of Public
Convenience and Necessity to
Provide Intrastate Telecommunications
Services and for Alternative Regulation
Within the State of South Carolina**

APPLICATION

RECEIVED
JAN 12 11 00 AM
PUBLIC SERVICE
COMMISSION

ATN, Inc. ("ATN" or "Applicant") hereby submits its application for a Certificate of Public Convenience and Necessity to resell interLATA, intraLATA and local "O+" collect calling telecommunications services in South Carolina. This filing is made pursuant to S.C. Code Ann. Section 58-9-280 and the rules and regulations of the South Carolina Public Service Commission ("Commission"). In addition, ATN requests that the Commission regulate its interexchange service offerings in accordance with procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in docket no. 95-166-C.

In support of its application, ATN states as follows:

I. Introduction

1. The legal name and principle address of the Applicant are:

ATN, Inc.
913 Dilworth Street
St. Marys, GA 31558

1-800-849-6081

1-912-673-6004

2. Correspondence or communications regarding this application should be addressed to:

Local Counsel:
Scott Elliott, Esq.
Elliott & Elliott, P.A.
721 Olive Street
Columbia, SC 29205
Telephone: 803-771-0555
Facsimile: 803-771-8010
selliott@elliottlaw.us

3. The contact person regarding ongoing operation of the company is:

Rachel Schober
CFO
ATN, Inc.
913 Dilworth Street
St. Marys, GA 31558
Telephone 1-912-673-6000
admin@atn.net

4. In support of this Application, the following exhibits are attached hereto:
- a. Exhibit A - ATN's Articles of Incorporation filed with the Secretary of State for the State of Georgia;
 - b. Exhibit B - ATN's Certificate of Authority to Operate in South Carolina as a Foreign Corporation;
 - c. Exhibit C - ATN's Profit & Loss Statement for the period ending December 31, 2007 and Balance Sheet as of December 31, 2007.
 - d. Exhibit D - Biographies of selected ATN management;
 - e. Exhibit E - Proposed Tariff

II. Description of the Applicant

1. Applicant is a Georgia Corporation, which was formed on December 7, 1992. The company is headquartered at 913 Dilworth Street, St. Marys, Georgia

31558.

2. ATN provides automated collect (postpaid and prepaid) intrastate telecommunications services as well as debit services to inmates of prisons, jails and other confinement institutions. The Company installs sophisticated premises equipment within the facility which permits inmates to make outgoing, collect-only calls without the assistance of a live operator. For collect calling services, ATN's call processing system provides automated voice prompts to the calling and the called party for instructions on how to place and accept the call. The called party must accept the call with an affirmative response. If such a response is not received, the call is terminated automatically. ATN's system collects and stores collect call detail information for each call.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, and/or call duration. Customers are billed based on their use of ATN's services and network.

3. ATN will switch calls through their underlying carrier. Calls are routed over switched access facilities to the nearest underlying carrier's point of presence, the underlying carrier transports the calls to its switch and terminates calls over its own terminating network. ATN's underlying carrier is AT&T. The Applicant was granted a certificate of public convenience and necessity to provide customer owned, coin or coinless operated telephones by Order 1993-188 in docket no. 1985-150-C. By Order 1999-273 dated April 14, 1999 the Applicant's

commission granted Applicant's name change to ATN, Inc. by which it has operated since.

4. ATN contracts for services from its underlying carrier at discounted rates based on a long- term volume commitment. ATN's underlying transmission carrier is selected based on the best mix of quality, service and price.

5. ATN has been providing inmate operator services since 1992 and has a team of managers and support personnel who are well qualified to operate a telecommunications business and provide the proposed services. Additionally, ATN relies on its underlying carrier's technical expertise for the operation, maintenance and supervision of the network.

6. Applicant has the financial ability to provide resold telecommunications services within the State of South Carolina. ATN attaches its balance sheet and income statement for 2007, filed under seal. ATN is a privately held company. Accordingly, its financial statements are not public information. As a privately-held company, it does not issue annual reports or submit any financial filings with the Securities and Exchange Commission. The Applicant respectfully requests that these financial statements disclosed in connection with this Application be filed under seal, solely for the purpose of the Commission and the Office of Regulatory Staffs review. The Applicant is simultaneously filing a motion for protective treatment of Exhibit IV with this application.

7. Customer Service

ATN's customer service representatives are available to assist its customers and will promptly respond to all customer inquiries. Customers may call **(800) 849-6081** or a local number. The applicable toll free or local numbers will be printed on customers' monthly billing statements. Alternately, customers wishing to communicate with an ATN customer service representative in writing may send written correspondence to ATN at:

ATN, Inc.
ATTN: Customer Service
913 Dilworth Street
St. Marys, Georgia 31558

III. Marketing Practices

Pursuant to the South Carolina Public Service Commission's Order No. 95-658 (issued March 20, 1995), Applicant makes the following affirmation relating to the Applicant's provision of services:

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Carrier does hereby assert and affirm that as a reseller of intrastate telecommunications service, Carrier will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, Carrier will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic

within the state of South Carolina.

IV. Flexible Regulation of Local Services and Alternative Regulation of Interexchange Services

Applicant respectfully requests that its local service offerings be regulated in accordance with procedures authorized for NewSouth Communications in Order No. 98-165 in docket No. 97-467-C. Additionally, Applicant respectfully requests that its interexchange service offerings be regulated in accordance with procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C.

V. Waivers and Regulatory Compliance

ATN requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service resellers such as ATN. Such rules are not appropriate or necessary for competitive providers and constitute an economic barrier to entry into the local exchange market.

1. Financial Record-Keeping System

a. ATN respectfully requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation.

b. As a competitive carrier, ATN maintains its book of accounts in accordance with Generally Accepted Accounting Principles ("GAAP"). Neither the FCC, nor the Commission, has required ATN to maintain its records under the USOA for purposes of ATN's interexchange operations. Thus, ATN does

not possess the detailed cost data required by USOA, nor does it maintain detailed records on a state-specific basis. As a competitive provider, ATN's network operations are integrated to achieve maximum efficiency. Having to maintain records pertaining specifically to its South Carolina local service operations would place an extreme burden on ATN.

c. Moreover, ATN asserts that because it utilizes GAAP, the Commission will have a reliable means by which to evaluate ATN's operations. Therefore, ATN hereby respectfully requests to be exempt from the any USOA requirements of the Commission.

d. In addition, the Company hereby respectfully requests a waiver of 26 S.C. Code & Ann. Regs. 103-610, which requires books and records to be kept in the State of South Carolina, but rather, the Company's desires to keep its books and records at its principal place of business.

2. Local Exchange Directories

Given the nature of the services, Applicant respectfully requests a waiver of the requirement in Rule 103-631 to publish and distribute local exchange directories.

3. Maps

Applicant's local exchange calling areas will initially mirror the service areas of the incumbent local exchange carriers; therefore, Applicant hereby respectfully requests a waiver of the map-filing requirement pursuant to 26 S.C. Code & Ann. Regs. 103-612.2.3 and of 26 S.C. Code Ann. Regs. 103-

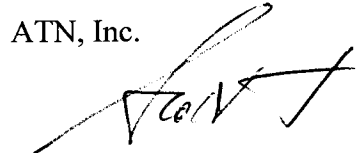
631 requiring publication of directories.

VI. Conclusion

WHEREFORE, ATN, Inc. requests that the South Carolina Public Service Commission issues a Certificate of Public Convenience and Necessity authorizing it to provide resold interLATA, intraLATA and local "O+" collect calling telecommunications services to the public as proposed herein and set forth in the attached tariff.

Respectfully submitted,

ATN, Inc.



Scott Elliott
Elliott & Elliott, P.A.
721 Olive Street
Columbia, SC 29205
(803) 771-0555
(803) 771-8010
selliott@elliottlaw.us

Attorney for Applicant

Columbia, SC

April 9, 2009

VERIFICATION OF Applicant

I, Gordon R. Reilly, Chief Executive Officer to ATN, Inc., a Georgia Corporation, the applicant for a Certificate of Public Convenience and Necessity from the Public Service Commission of the State of South Carolina, verify that based on information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.



Gordon R. Reilly
Chief Executive Officer
ATN, Inc.

Sworn to me, the undersigned
Notary Public on this
6th day of APRIL, 2009.

State of Georgia
County of CAMDEN

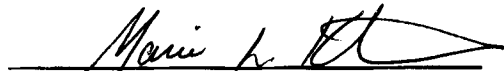

Notary Public



EXHIBIT "A"
ARTICLES OF INCORPORATION

Secretary of State
Business Services and Regulation
 Suite 315, West Tower
 2 Martin Luther King Jr. Dr.
 Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9300778
 EFFECTIVE DATE: 12/07/1992
 COUNTY : CAMDEN
 REFERENCE : 0044
 PRINT DATE : 01/08/1993
 FORM NUMBER : 311

CHARLES C. SMITH, JR.
 P.O. DRAWER 766
 ST. MARYS GA 31558

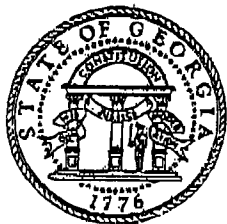
CERTIFICATE OF INCORPORATION

I, MAX CLELAND, Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

ATN, INC.

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Max Cleland

MAX CLELAND
 SECRETARY OF STATE

Verley J. Spivey

VERLEY J. SPIVEY
 DEPUTY SECRETARY OF STATE

SECURITIES
 656-2894

CEMETERIES
 656-3079

CORPORATIONS
 656-2817

CORPORATIONS HOT LINE
 404-656-2222
 Outside Metro-Atlanta

ARTICLES OF INCORPORATION

OF

ATN, INC.

ARTICLE I.

The name of the corporation is ATN, INC.

ARTICLE II.

The corporation is organized pursuant to the provisions of the Georgia Business Corporation Code.

ARTICLE III.

The corporation shall have the authority, acting by its Board of Directors, to issue not more than 10,000 shares of common stock having a par value of \$1.00 per share.

ARTICLE IV.

The initial registered office of the corporation is 1815 Osborne Road, St. Marys, Camden County, Georgia 31558, and the initial registered agent of the corporation at that office is Charles C. Smith, Jr.

ARTICLE V.

The mailing address of the initial principal office of the corporation is 919 Dilworth Street, St. Marys, Georgia 31558.

ARTICLE VI.

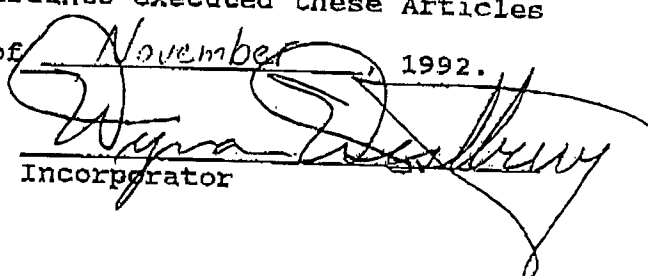
The name and address of the incorporator is: Wyman Westberry, 203 E. Dillingham, St. Marys, Georgia 31558.

ARTICLE VII.

In accordance with the applicable provisions of the Georgia Business Corporation Code, the corporation shall have the power, acting through its Board of Directors, to make distributions of

its assets to its shareholders out of its capital surplus and to acquire its own shares out of its unreserved and unrestricted capital surplus available therefor.

IN WITNESS WHEREOF, I have hereunto executed these Articles of Incorporation, this 9th day of November, 1992.

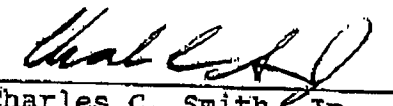

Incorporator

Smith & Floyd
Attorneys at Law
P. O. Drawer 766
St. Marys, Georgia 31558
(912) 882-4348

CONSENT TO APPOINTMENT AS REGISTERED AGENT

I, Charles C. Smith, Jr., do hereby consent to serve as Registered Agent for the corporation, ATN, INC.

This 9th day of November, 1992.


Charles C. Smith, Jr.
1815 Osborne Road
St. Marys, Georgia 31558

(1) MS

Dec 28 11 48 AM '92

SECRETARY OF STATE

Control No. K300778

STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, Karen C Handel, Secretary of State and the Corporations Commissioner of the state of Georgia, hereby certify under the seal of my office that

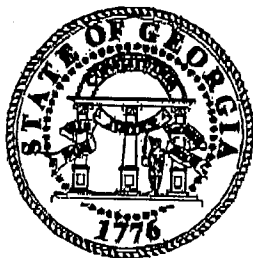
ATN, INC.

Domestic Profit Corporation

was formed or was authorized to transact business on 12/07/1992 in Georgia. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.



WITNESS my hand and official seal of the City of Atlanta and the State of Georgia on 29th day of December, 2008

Karen C Handel
Secretary of State

Certification Number: 3031089-1 Reference:
Verify this certificate online at <http://ocrp.sos.state.ga.us/ocrp/soskb/verify.asp>

EXHIBIT "B"
FOREIGN CORPORATION QUALIFICATION

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

ATN, INC. , a corporation duly organized under the laws of the State of GEORGIA and issued a certificate of authority to transact business in South Carolina on December 29th, 2008, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal of
the State of South Carolina this 5th day of
January, 2009

A handwritten signature of Mark Hammond in black ink, written over a horizontal line.

Mark Hammond, Secretary of State

EXHIBIT "C"
FINANCIAL INFORMATION

10:07 AM

01/06/09

Accrual Basis

ATN, Inc. / AmTel
Profit & Loss
 January through December 2007

	<u>Jan - Dec 07</u>
Ordinary Income/Expense	
Income	
Debit Receipts	23,060.00
Direct Bill Receipts	45,784.95
Payphone Revenue	20,319.15
Prepay Receipts	2,611,387.96
Western Union Fee Commission	84,591.00
ZPDI - ACH Revenue	911,285.32
Total Income	3,696,438.38
Expense	
Advertising & Marketing	10,203.72
Auto Exp	25,336.52
Bank Charges	57.47
Board Meeting Fees	0.00
Cleaning Expense	6,850.00
Commissions	1,381,243.04
Computer Parts - Replacements	1,440.22
Contributions	6,750.00
Depreciation Expense	59,373.00
Director's Bonus	0.00
Dues & Subscriptions	670.00
Electricity	12,042.87
Employee Relations	6,564.61
Freight	6,744.65
Insurance - Vehicle	6,361.62
Insurance - W/C / Contr / Med	16,586.84
Interest - SE Bank	3,470.20
Licenses & Fees	16,882.68
Meals and Entertainment	7,653.15
Miscellaneous	71.41
Office Expense	36,529.62
Outside Services	26,532.68
Parts & Supplies - Technicians	2,602.51
Payroll Expenses	888,693.47
Postage	14,908.27
Professional Fees	16,812.00
Promotional Expense	838.17
Reconciliation Discrepancies	0.00
Reimbursable Expenses	2,070.56
Rent	40,618.87
Repair & Maintenance	18,185.02
Taxes	5,393.23
Technical Support	2,525.00
Telephone	513,555.84
Training	2,989.08
Travel Expenses	48,176.65
Validation Expenses	58,042.02
Water	862.61
Total Expense	3,247,437.60
Net Ordinary Income	449,000.78

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Accrual Basis

ATN, Inc. / AmTel
Profit & Loss
January through December 2007

	<u>Jan - Dec 07</u>
Other Income/Expense	
Other Income	
Gain (Loss) On Sale Of Asset	-301,526.91
Interest Income	<u>7,412.14</u>
Total Other Income	<u>-294,114.77</u>
Net Other Income	<u>-294,114.77</u>
Net Income	<u><u>154,886.01</u></u>

10:07 AM

01/06/09

Accrual Basis

ATN, Inc. / AmTel
Balance Sheet
 As of December 31, 2007

	<u>Dec 31, 07</u>
ASSETS	
Current Assets	
Checking/Savings	
1 SE Bank - Checking	29,582.39
3 SE Bank - Savings	155,543.67
9 SE Bank - Western Union	14,587.63
Total Checking/Savings	<u>199,693.69</u>
Total Current Assets	199,693.69
Fixed Assets	
Accumulated Depreciation	-790,250.00
Computer Equipment	105,347.10
Equipment - Jails	902,070.89
Equipment - Office	66,408.81
Equipment - Technicians	4,027.83
Signs	550.00
Vehicles	80,850.70
Total Fixed Assets	<u>369,005.33</u>
Other Assets	
Furniture & Fixtures	3,273.67
Investment - CSA	120,000.00
Loan - Customer Svc of America	112,682.83
Loan - Net-Magic, Inc.	146,490.55
Organizational Cost	1,000.00
Prepaid Taxes	24,997.28
Total Other Assets	<u>408,444.33</u>
TOTAL ASSETS	<u><u>977,143.35</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	<u>32,877.77</u>
Total Accounts Payable	32,877.77
Credit Cards	
VISA Credit Card Charges	<u>6,155.37</u>
Total Credit Cards	6,155.37
Other Current Liabilities	
Blue Cross Blue Shield	2,545.97
Direct Deposit Liabilities	-5,791.32
Fed Payroll Withholding Payable	2.00
FUTA Payable	481.35
GA Payroll Withholding Payable	3,537.22
Medicare Payable	4.92
Payroll Liabilities	12,117.84
Social Security Payable	21.02
SUTA Payable	<u>1,427.30</u>
Total Other Current Liabilities	<u>14,346.30</u>
Total Current Liabilities	53,379.44

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01/06/09

Accrual Basis

ATN, Inc. / AmTel
Balance Sheet
As of December 31, 2007

	<u>Dec 31, 07</u>
Long Term Liabilities	
SE Bank Note - Line of Credit	24,969.58
Total Long Term Liabilities	<u>24,969.58</u>
Total Liabilities	78,349.02
Equity	
Additional Paid-In Capital	500.00
Buyback of Stock - E. Becker	-75,000.00
Buyback of Stock - R. Spangler	-133,500.00
Common Stock Issued	500.00
Retained Earnings	951,408.32
Net Income	<u>154,886.01</u>
Total Equity	<u>898,794.33</u>
TOTAL LIABILITIES & EQUITY	<u><u>977,143.35</u></u>

EXHIBIT "D"
BIOGRAPHY INFORMATION

ATN, Inc.
As of 12/31/2008

Wyman Westberry – Chairman of the Board

One of the original founders of the corporation in 1992. He has numerous years of experience in business start-ups and management. He continues to be involved with weekly operations and oversight.

Gordon Reilly – Chief Executive Officer/Chief Operating Officer/Boardmember

Involved with daily management and operations. Numerous years of technical experience. He has been with the company for 10+ years.

Steve Rawls – President/Boardmember

Involved with daily management and operations. Numerous years of technical experience. He has been with the company for 10+ years.

Lisa Hunter – Vice President/Secretary/Boardmember

Involved with daily management and operations. She has been with the company for 10+ years.

Michael Layland – Vice President/Boardmember

Involved with daily management and operations. Numerous years of technical experience. He has been with the company for 10+ years.

Charles Marino – Vice President/Boardmember

Involved in a monthly review of the company and head of construction/expansion. He has worked with the company for 15+ years.

Rachel Schober – Chief Financial Officer/Boardmember

Involved with financial management and licensing. Numerous years of accounting experience. She has worked with the company for 10+ years.

EXHIBIT "E"
PROPOSED TARIFF

TITLE SHEET

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

ATN, Inc..
913 Dilworth St.
St. Marys, Georgia 31558
(912) 673-6000
(800) 849-6081

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of intrastate telecommunications services provided by ATN, Inc. ("ATN") between one or more points in the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission ("Commission"). Copies may also be inspected during normal business hours at the Company's principal place of business at 913 Dilworth St., St. Marys, Georgia 31558.

Issued: December 8, 2008
Issued By: Gordon R. Reilly, CEO
ATN, Inc.
913 Dilworth St.
St. Marys, Georgia 31558

Effective: December 12, 2008

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CHECK SHEET

Pages listed below of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

<u>PAGE</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
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CHECK SHEET, CONT.

31	Original
32	Original
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34	Original
35	Original

NOTE: Future revisions to these original tariff pages shall include an updated Check Sheet. Such Check Sheet shall include an (*) beside the applicable page number and the caption "Revision No. __".

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SYMBOLS

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

- C – Change Regulation, but No Change in Rate or Charge.
- D – Delete or Discontinue.
- I – Change Resulting in an Increase in Rate or Charge
- M – Moved from Another Tariff Location without Change
- N – New
- R – Change Resulting in a Reduction to a Customer's Bill
- T – Change in Text or Regulation, No Change in Rate or Charge

In addition to symbols for changes, each provision or rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.(A)
 - 2.1.1.(A).1
 - 2.1.1.(A).1.(a).
 - 2.1.1.(A).1.(a).I.
 - 2.1.1.(A).1.(a).I.(i).
 - 2.1.1.(A).1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

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GENERAL DESCRIPTION OF TARIFF AND TERRITORY SERVED

This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of interexchange telecommunications services and operator services of ATN, Inc., to inmates of prisons, jails or other confinement institutions within the State of South Carolina. Only those services, terms and conditions and rates and charges approved by the South Carolina Public Service Commission and contained in this tariff may be provided to Customers within the State. Filed tariffs are binding on the Company and no deviation of any kind from the filed tariff is permitted.

The services offered by the Company subject to this tariff consist of furnishing Collect, Person to Person Collect Calls, Prepaid Collect Calls, and Debit Card Calls through store and forward technology incorporating an automated operator and the resale of transmission services of other carriers.

Because the services offered hereunder are provided to inmates of a correctional facility or similar institution, special stipulations may apply. These stipulations are designed to preserve the integrity and security of the facility, the safety of the public and to reduce fraud and harassment. When deemed appropriate by the facility administration, these include: providing outward only calls; providing 0+ Collect Calls only for local, intraLATA toll and interLATA toll calls and blocking access to all other types or forms of calls; blocking access to local Directory Assistance (411), long distance Directory Assistance (555-1212), 911 calls, toll free numbers including 1-800, 700, 900, 950, 10XXX and any other telephone numbers the facility administration directs; limiting hours during which telephone service is available to inmates; and/or limiting call duration to a time interval established by the facility administration.

Services furnished by the Company may be connected with services or facilities of other authorized Common Carriers and with private systems, subject to the technical limitations established by the Company. The services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying Common Carriers who may be subject to the jurisdiction of this Commission.

The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other Common Carrier for use in accessing the services of the Company.

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GENERAL DESCRIPTION OF TARIFF AND TERRITORY SERVED, CONT.

The Company's obligation to furnish service hereunder is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and contractual rights necessary for the provision of the service.

The Company's Collect Call, Prepaid Collect Call, PIN Debit Calls, and Debit Card Services are offered for Customer use 24 hours a day, seven days a week to all valid terminating locations specified in this section.

Establishment of a Prepaid Account or Debit Account entitles the consumer to access the Carrier's network for a preset amount of usage. Usage will be debited from the available account balance in full-minute increments.

Balances in a Prepaid Account are refundable to the Customer if the Customer elects to close the prepaid account, or if service is terminated for reasons outlined in this tariff. The account may be considered abandoned after a specified period of inactivity after which no remaining funds will be refunded.

Balances in a Debit Card account are not refundable and the Debit Card account will be closed after a specified period of inactivity.

Customers may increase the available usage balance within an account by making additional payments to the Company.

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ACCESSIBILITY OF TARIFF

This tariff is on file with the South Carolina Public Service Commission and the Company's principal place of business:

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913 Dilworth St.
St. Marys, Georgia 31558

These tariffs are available for viewing, during normal business hours, at the Commission or ATN, Inc.'s principal place of business. Additionally, copies are available upon reasonable request, free of charge, by contacting the Company at 1 (800) 849-6081.

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SECTION 1 - TERMS AND ABBREVIATIONS

"Access" as used in this tariff means an arrangement that connects the Customer's or IXC-Subscriber's telecommunications service to the Underlying Carrier's designated point of presence or network switching center.

"Access code" means a sequence of numbers that, when dialed, connects the caller to the carrier associated with that sequence.

"Aggregator" means any person or entity that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises for intrastate telephone calls including calls using an operator services provider; i.e., customers of an OSP. Aggregators include, but are not limited to, hotels, motels, hospitals, universities, airports, gas stations, and to the extent permitted by law, payphone service providers.

"Answer supervision" means a network control signal sent from the terminating location to the originating location to inform the originating location that a call has been answered and a network control signal from the originating end to the terminating end to inform the terminating end that a calling party has hung up. In the public switched network, the answer supervision signal is used to start and stop billing for a call.

"ATN" is the abbreviated name of the company ATN, Inc., as referred to on the title page of this tariff.

"Authorization code" means any sequence of numbers that, when dialed, by a person, firm, corporation, or other entity, permits the authorized user to connect to and utilize ATN's service network and services.

"Blocking" means a feature or capability of communications systems or networks that permits deliberate denial of access under certain specified conditions; for example, restricting a residential subscriber's ability to reach information services by blocking that subscriber's access to any phone number that begins with the digits "900".

"Brand" means the audible and distinct identification by the OSP to the consumer of the OSP pre-subscribed by the Aggregator.

"Call splashing" means the transfer of a telephone call from one OSP to another such provider in such a manner that the subsequent provider is unable or unwilling to determine the location of the origination of the call and, because of such inability or unwillingness, is prevented from billing the call on the basis of the actual originating location.

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SECTION 1 - TERMS AND ABBREVIATIONS, CONT.

"Collect call" means a call for which the charge is billed to the destination or termination telephone number, not to the originating telephone number.

"Commission" means the South Carolina Public Service Commission.

"Company" means the Reseller or OSP referred to on the title page of this tariff ATN, Inc., a Georgia Corporation, unless otherwise indicated by the context.

"Consumer" means any person initiating any intrastate telephone call using the assistance of a live or automated operator or any person receiving an intrastate telephone call handled by an OSP in which the called party will be paying for the service; i.e., the end-user of OSP-provided services or a called party of a collect call handled by an OSP.

"Confinement Facility" means a place designated by law for the confinement of persons held in custody under process of law or under lawful arrest, including a facility for the detention of juveniles.

"Customer" means the party responsible for the payment of charges for calls placed using services of the carrier. For Collect Calls, the Customer is the responsible party who has accepted the call placed by the End User.

"Customer trouble report" means any oral or written report given to the Company's repair service or contact person by a Customer, Aggregator or Consumer relating to a defect or difficulty or dissatisfaction with the provision of the telecommunications service provided by the Company. Each trouble report shall count as a separate report regardless of whether subsequent reports relate to the same defect, difficulty or dissatisfaction with the provision of the Company's regulated services.

"Debit Card" or Debit Card Account means an account established by the inmate, the customer, or other authorized user, maintaining a prepaid balance from which charges are deducted on a per call basis.

"Delinquent" means a payment for a billing for services provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.

"Direct Dialed Calling Card Service" means a calling arrangement whereby end-users, through the use of a calling card, enter their billing information directly into the phone and completes the call without the assistance of a "live" operator.

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SECTION 1 - TERMS AND ABBREVIATIONS, CONT.

"End-user" means inmates of correctional institutions or penal facilities as authorized by their institution to use such services. Responsibility for payment of End User's charges must be accepted by a third party (i.e. collect).

"Equal access" means a condition where the local exchange access service offered by a telephone company is made available in equal kind, quality and price to all long distance companies. Equal access also describes a condition where customers may choose for themselves the interexchange carrier to which their long distance calls are to be routed, using the same number of dialed digits regardless of which interexchange carrier is chosen.

"Equal access code" means an access code that allows the public to obtain access to the carrier associated with that code; i.e., 101xxxx.

"Exchange" means a geographic area established and approved by the Commission for the administration of local telephone service in a specified area which usually embraces a city, town, or village and its environs. It may consist of one or more central offices together with associated plant used in furnishing communication service in that area.

"South Carolina Public Service Commission ("Commission")" means the regulatory body authorized by the Constitution of the State of South Carolina and the laws of the State of South Carolina promulgated by and enacted by the Governor of South Carolina, which regulates certain public utilities.

"Holidays" means the holidays designated either by the Commission or by the Company as a legally recognized holiday, which will be rated at the lower night/weekend rates.

"IXC" means interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the State of South Carolina.

"Inmates" means the confined population of an institution.

"Institutions" see Confinement Facility.

"IntraLATA call" means any call which is originated and terminated within the boundaries of the same LATA, regardless of whether such call crosses LATA boundaries prior to reaching its termination point.

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SECTION 1 - TERMS AND ABBREVIATIONS, CONT.

"InterLATA call" means any call which is originated in one LATA and terminated in another LATA.

"Interstate call" means any call which is originated in one state and terminated within the boundaries of another state.

"Intrastate call" means any call that is originated and terminated within the boundaries of the State of South Carolina, regardless of whether such call crosses state boundaries prior to reaching its termination point.

"Joint Aggregator" describes a situation where more than one party exercises control over telephone equipment, whether through ownership of the equipment, control of access to the equipment or some other means. Each party is jointly responsible as an Aggregator under this tariff.

"LATA" means Local Access and Transport Area.

"LEC" means a local exchange company that is a company authorized by the Commission to provide local exchange service within the State of South Carolina.

"OSP" means operator service provider, which is any common carrier that provides intrastate operator services or any other person or entity determined by the Commission to be providing operator services.

"Operator services" means any intrastate telecommunications service initiated from an Aggregator location that includes, as a component, any automatic or live assistance to a consumer to arrange for billing or completion, or both, of an intrastate telephone call through a method other than:

- (A) Automatic completion with billing to the telephone from which the call originated.
- (B) Completion through an access code used by the consumer, with billing to an account previously established with the carrier by the consumer.

"Person-to-person call" means a call which is placed under the stipulation that the call party will speak only to a specific person, extension or department.

"Point of presence ("POP")" means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

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SECTION 1 - TERMS AND ABBREVIATIONS, CONT.

"Prepaid account" means an account established by the inmate, the customer, or other authorized user, maintaining a prepaid balance from which charges are deducted on a per call basis.

"Reseller" means a Company offering telecommunications services to the public through the use of the facilities of an underlying carrier or a combination of its own facilities and the facilities of an underlying carrier for resale to the public for profit. A Customer who offers the service(s) it obtains from a Reseller to the public for profit shall also be deemed a Reseller.

"Responsible party" means any person, firm, or corporation, or other entity to which the customer subscribed to business or residential service and as listed with the local or alternate exchange carrier. In the case of a minor child the responsible party is the resident parent or guardian.

"Service" means service in its broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished or supplied by a Reseller/OSP in the provision of regulated offerings to their Customers or Consumers.

"Subscriber" means the correctional or confinement institutions to which ATN, Inc., provides the services specified in this tariff.

"Surcharge" as used in this tariff, means any charge levied by ATN, Inc., to provide the services of handling a call, including the provision of call acceptance, validation, and billing of the call charges.

"Telecommunications service" means service provided by the Company including voice, data, and all other types of communications services, under the Company's tariffs on file with the Public Service Commission.

"Third-party billed call" means a billing arrangement which allows the Customer, Consumer or End-user to bill charges for an operator-assisted call to a telephone number which is different from the calling telephone number or the called telephone number.

"Underlying Carrier" means the provider of telecommunications services whose network is being utilized to transmit and receive the Customer's telecommunications traffic.

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SECTION 2 - RULES AND REGULATIONS

2.1 - UNDERTAKING OF COMPANY

- 2.1.1 ATN's services and facilities are furnished to inmates of correctional institutions for communications originating and terminating within the State of South Carolina.
- 2.1.2 ATN installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. ATN may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Subscriber, to allow connection of a Subscriber's location to the ATN network.
- 2.1.3 ATN's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

2.2 - LIMITATIONS

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 ATN reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or End User, as applicable, is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All facilities provided under this tariff are directly or indirectly controlled by ATN and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.3 - USE OF SERVICE

- 2.3.1. Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.
- 2.3.2. The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.3.3. The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.3.4. The use of the Company's services without payment for service or attempting to avoid payment for service is prohibited.
- 2.3.5. The Company's services are available for use twenty-four hours per day, seven days per week, except as set forth in this tariff.
- 2.3.6. The Company's services may be denied for nonpayment of charges or for other violations of this tariff.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.4 - LIABILITIES OF THE COMPANY

- 2.4.1 The liability, if any, of ATN arising out of or in any way connected with any defect, error, omission, delay, interruption, suspension or other failure in connection with furnishing service or facilities shall, unless otherwise provided in the schedules, be in an amount not in excess of the charge for the service or facility involved for the period during which the defect, error, omission, delay, interruption, suspension or other failure continues.
- 2.4.2. The Company shall be indemnified and saved harmless by any Customer or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a Customer or of any other entity in connection with services provided by the Company.
- 2.4.3. The Company shall not be liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of the Company.
- 2.4.4. The Company shall not be liable for any personal injury or death of any person or persons, or for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.
- 2.4.5. The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Customer or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities of equipment provided by the Company.

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SECTION 2 - RULES AND REGULATIONS, CONT.

- 2.4.6 The Company shall not be liable for any failure of performance due to causes beyond its control including, without limitation, acts of God, fires, or other catastrophes, national emergencies, insurrections, riots or wars, terrorism, strikes, lockouts, work stoppages or other labor difficulties, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.4.7 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.5 - DEPOSITS AND INTEREST

- 2.5.1 The Company does not require deposits or advance payments from Customers for its services, except for Prepaid Services as provided by this tariff.
- 2.5.2 The Company does not collect advance payments; however, it does offer a prepaid option for customers or billed parties who wish to maintain a prepaid account for services provided by the Company.

2.6 - RESPONSIBILITIES OF THE CUSTOMER

- 2.6.1. The Customer is responsible for payment of applicable charges set forth in this tariff.
- 2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.
- 2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of a call.
- 2.6.4. The Customer is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number .

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SECTION 2 - RULES AND REGULATIONS, CONT.

- 2.6.5 If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash. In the case of any Customer who elects to post a deposit for any reason, including prepaid accounts, the Company may deduct any past due amounts, and any other unpaid charges from the deposit.
- 2.6.6 Customers with questions about invoices may contact the Company directly at 913 Dilworth St., St. Marys, Georgia 31558. If written notice of a dispute as to charges is not received by the Company within thirty (30) days of the date a bill is issued, such charges shall be deemed to be correct and binding on the Customer.
- 2.6.7. In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.7 - BILLING AND BILLING DISPUTES

- 2.7.1 The called party that accepts a collect call or prepaid call is responsible for payment of all charges for services.
- 2.7.2 All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card Company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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SECTION 2 - RULES AND REGULATIONS, CONT.

- 2.7.3 In the event of a dispute between the Customer and the Company regarding charges billed by the Company, the Company will investigate the particular case and report the results thereof to the Customer. During the period that the disputed amount is under investigation, the company will not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service as set forth in Section 2.16 and 2.17.

In the event the disputed charges are not resolved, the Company shall inform the Customer or Consumer that the Customer or Consumer may utilize the complaint procedures of the ORS' Consumer Services Division. The Company shall provide the Customer or consumer with the following information:

South Carolina Office of Regulatory Staff
Consumer Services
1401 Main Street, Suite 900
Columbia, SC 29201
(803) 737-5230
1(800) 922-1531

- 2.7.4 A Maximum of one and one half percent (1 ½ %) may be added to any unbalance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be made in lieu of any other penalty.
- 2.7.5 The Company reserves the right to assess a return check charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to South Carolina State Law.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.8 - VALIDATION OF CREDIT

- 2.8.1 The Company reserves the right to validate the creditworthiness of Customers through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated, the Company may refuse to provide service.
- 2.8.2 Services offered pursuant to this tariff are provided to inmates of confinement facilities, in accordance with institutionally authorized programs. The Company may request that facilities adopt, as part of the institutionally authorized program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls to certain telephone numbers when the amount charged to such telephone number (a) exceeds a predetermined amount, (b) becomes past due, or (c) is otherwise in violation of this tariff.

2.9 - TAXES

- 2.9.1 The Customer is responsible for payment of any sales, use, excise or other local, state and federal taxes, charges or assessments, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.
- 2.9.2 All state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s).
- 2.9.3 Other taxes, charges and the regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s).
- 2.9.4 Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.10 - EQUIPMENT

- 2.10.1 The Company's facilities and service(s) may be used with or terminated in Customer-provided terminal equipment or Customer-provided telecommunications systems. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission

2.11 - INSTALLATION AND TERMINATION

- 2.11.1 Service is installed upon mutual agreement between the Confinement Facility and the Company. The service agreement does not alter rates specified in this tariff.

2.12 - PAYMENT FOR SERVICE

- 2.12.1 All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. The billing agency may be a LEC, inter-exchange carrier, credit card Company, or other billing service. The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the LEC's local exchange service tariff shall apply to charges of the Company when the LEC serves as the billing agent for the Company or buys the Company's accounts receivables. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.
- 2.12.2 Any objection to billed charges must be reported within thirty (30) days of receipt to the Company or the Company's billing agent or the billed charges will be considered final.
- 2.12.3 Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.13 - RETURNED CHECK CHARGE

- 2.13.1 If a check offered by a Customer for payment of service provided is dishonored; a returned check charge shall be applied in the amount of \$25.00.

2.14 - CANCELLATION OF SERVICE BY CUSTOMER

- 2.14.1 The customer may cancel or refuse service by not accepting collect calls placed to his/her telephone number. Service may also be discontinued upon written or oral notice to the company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.15 - INTEREXCHANGE INTERCONNECTION FOR RESALE

- 2.15.1 Service(s) furnished by ATN may be connected with the services or facilities of an underlying carrier. Such service(s) or facilities, if used, are provided under the terms, rates and conditions of the underlying carrier. The Customer is responsible for all charges billed by the underlying carrier(s) for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Subscriber.

2.16 - DENIAL OR TERMINATION OF SERVICE

- 2.16.1 Service will continue to be provided until canceled by the Customer, orally or in writing, or until disconnected by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.
- 2.16.2 The Company may refuse to provide service without prior notice when the called party refuses to accept the charges or has subscribed to billed number screening, prohibiting acceptance of such calls.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.17 - DISCONNECTION AND NOTICE

- 2.17.1 For nonpayment of a bill for services, the Company will provide Customer at least five (5) days written notice to the Customer of the Company's intent to discontinue service, except as noted in this tariff. Notice shall be mailed by the Company to the Customer's address. Notice shall be mailed by the Company to the Customer's address. Notice will be deemed given to the Customer two (2) days after mailing by the Company.
- 2.17.2 The Company shall not be required to give the written notice provided for in situations where the Company has evidence of fraudulent or illegal use of the Company's services, which if allowed to continue, would present a high risk of financial loss to the company. Services may be refused or terminated for any of the following reasons:
- (A) Nonpayment of a bill within the period prescribed in the Company's tariff.
 - (B) Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved tariffs.
 - (C) Excessive or improper use of telecommunications services, or used in such manner as to interfere with reasonable service to other Customers.
 - (D) For Violation of any of the provisions of this tariff.
 - (E) By reason of any order or decision of a court, Public Service Commission, or Federal regulatory body or other governing authority prohibiting the Company from furnishing its services.
- 2.17.3 Company may discontinue service without notice for inmate collect calling in excess of the billed party's predetermined call limit as established by the Company.
- 2.17.4 Company may discontinue service without notice if billed party collect call records are returned from the billing aggregator or local exchange carrier as not billable, as bad debt, or as call records that have been written off by the local exchange carrier as not collectable, or are otherwise returned unpaid.
- 2.17.5 The Company may discontinue service without notice if any Prepaid customer fails to maintain a positive balance in their prepaid or debit card account sufficient to complete at a one (1) minute call to the least call cost destination.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.18 - RESTORATION OF SERVICE

- 2.18.1 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.
- 2.18.2 Company may require a Customer to subscribe to a Prepaid account in order to continue inmate calling services, should such services have been discontinued for non-payment of any bill, or inmate collect calling in excess of the predetermined billed party's limit as established by the Company.

2.19 - SPECIAL CONDITIONS FOR INMATE SERVICES

- 2.19.1 A number of special blocking and screening capabilities are available with institutional operator services provided by ATN. These capabilities allow Confinement Facilities to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the facility.

For services provided to Inmates of Confinement Facilities, the following special conditions apply:

- (a) At the request of the Confinement Facility, ATN may block inmate access to "800", "888", "950-XXXX", "101XXXX", numbers and other carriers or operator service providers.
- (b) At the request of the Confinement Facility, ATN may block inmate access to "911", "411", or local operators reached through "0-" dialing.
- (c) At the request of the Confinement Facility, ATN may block inmate access to specific telephone numbers.
- (d) Availability of ATN's services may be restricted by the Confinement Facility to certain hours and/or days.
- (e) No notices or signage concerning the Company's services will be posted with its instruments. Information concerning ATN's services is provided to the administration of each Confinement Facility where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the institution's administration.

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SECTION 2 - RULES AND REGULATIONS, CONT.

- (f) At the request of the Confinement Facility, ATN may place time limits on local and long distance calls placed using its services.
- (g) At the request of the Confinement Facility, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.
- (h) Calls to "900", "976" or other pay-per-call services are blocked by ATN.

2.19.2 Services and equipment provided to Inmates of Correctional Institutions may utilize specialized features to detect and terminate three way calls. The Customer will be responsible for all call costs for any call terminated early by three way call detection, including but not limited to Customer's call waiting notification features.

2.19.3 The services provided will utilize answer detection software and hardware capable of determining whether and when a call placed from a confinement facility has been accepted by the called party. The service will require an affirmative act by the called party (such as to press the number 0 on the telephone dial pad) to accept the call, and will provide a means by which the called party may deny acceptance of the call (such as to press the number 5 on the dial pad). In the event the called party makes no affirmative act to either accept or deny the call, the call will be terminated.

2.20 – PREPAYMENT REFUNDS

2.20.1 Customers who have established a prepaid debit account through the company, may request a refund of any unused funds. Refunds of unused monies will be provided in not less than sixty (60) days from the date of the refund request. Prepaid accounts will be made inactive and considered expired after twelve months of inactivity.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 GENERAL

Calls are billed individually for each call placed through the Carrier. Charges are computed on an airline mileage basis as described in Section 3.4 of this tariff.

Rates vary by mileage band, time of day, day of week and call duration.

Customers are billed based on their use of ATN's local and long distance service. No installation charges or fixed monthly recurring charges apply.

3.2 - PRODUCT DESCRIPTIONS

All intrastate services are offered in conjunction with similar interstate services.

3.2.1 Inmate Operator Assisted Collect Service allows End Users to place collect calls through an automated call processing system. The call processing system prompts the call originator and the called party such that the call is completed without live operator assistance. Calls are placed collect to the called party. Collect Calling is a billing arrangement whereby the originating caller bills the charges for a call to the called party, provided that the called party agrees to accept the charges.

3.2.2 A Prepaid Account, or PIN Debit Account, preserves the features of a collect call, whereby the End Users place calls through an automated call processing system. The call processing system prompts the call originator and the called party such that the call is completed without operator assistance. The Customer may refuse to accept the call and no charges will accrue. Should the called party agree to accept the charges, the charges for the call will be deducted from the Customer prepaid account at the completion of the call. If the charges for the call exceed the available prepaid account balance, the automated equipment may terminate the call when the account remaining account balance will not cover the charges for one additional minute.

3.2.3 A Debit Card Account is an End User or Customer prepaid account wherein a specified value of call services is purchased by either the End User or Customer. Unlike a prepaid or advance payment account a Debit Card account balance is not held against future payment in that all inmate calling services are available for immediate consumption.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, CONT.

3.3 - TIMING OF CALLS

- 3.3.1 Long distance usage charges are based on actual usage of ATN's network. Timing for automated collect calls begins when the called party accepts the charges for the call.
- 3.3.2 Timing of each Collect Call begins when the called party accepts responsibility for the charges and ends upon disconnection by either party, or hanging up. This will be determined by the standard industry method for ascertaining answer and disconnect, including hardware answer supervision in which the LEC sends a signal to the switch or the software utilizing audio tone detection, or as determined by standard industry methods generally in use for ascertaining answer and disconnect as determined by the underlying Common Carrier for the Company's services, where answer supervision is available.
- 3.3.3 Calls are billed in full minute increments.
- 3.3.4 No charges apply for incomplete calls.

3.4 - CALCULATION OF DISTANCE ("V&H")

- 3.4.1 Usage charges for all mileage-sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.
- 3.4.2 The service wire centers of a call are determined by the area codes and exchanges of the origination and destination points.
- 3.4.3 The distance between the wire center of the Customer's equipment and that of the destination point is calculated by using the vertical ("V") and horizontal ("H") coordinates found in Bellcore's V&H Tape and NECA FCC Tariff No. 4.
 - Step 1 - Obtain the "V" and "H" coordinates for the wire centers serving the Customer and the destination point.
 - Step 2 - Obtain the difference between the "V" coordinate of each of the wire centers. Obtain the difference between the "H" coordinates.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, CONT.

- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers.

Formula:

$$\text{Mileage} = \sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

3.5 - TIME OF DAY RATE PERIODS

- 3.5.1 The following rate periods apply to all service offerings and, unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below:

	MON	TUE	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD					EVE	
5:00 PM TO 11:00 PM	EVENING RATE PERIOD (Non-Day)						
11:00 PM* TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD (Non-Day)						

* Up to, but not including

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, CONT.

3.6 - RATE SCHEDULES – INMATE OPERATOR ASSISTED SERVICE

3.6.1 The total charge for each operator assisted call consists of a usage charge, dependent on the duration, distance and time of day of the call, and an automated collect operator service charge.

3.6.2 The rates, charges and discounts as set forth below are applicable to local, intraLATA and interLATA Inmate Operator Assisted Service calls originating and terminating within the State of South Carolina.

3.6.2.1 Local Calls

Local calls placed by Inmates of Confinement Facilities are billed at a rate of \$0.50 per call plus the following per call service charge:

Operator Service Charge, Per Local Station-to-Station Collect Call: \$2.10

3.6.2.2. IntraLATA Rates and Charges

Measured Charge – IntraLATA

Each Minute Day, Evening
Or Night/Weekend: \$0.3300

Additional Minute Day, Evening
Or Night/Weekend: \$0.3300

Operator Service Charge – IntraLATA

Collect (Each Call): \$2.50

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3.6.2.3. InterLATA Rates and Charges

Each Minute Day, Evening
Or Night/Weekend: \$0.3500

Additional Minute Day, Evening
Or Night/Weekend: \$0.3500

Operator Service Charge – IntraLATA

Collect (Each Call): \$2.95

3.6.2.4. Prepaid Inmate Calling

Local Discount: 10%

IntraLATA/InterLata
Discount: 10%

Printed Statement Surcharge \$1.50

3.6.2.5. Debit Card Calling

Local Debit Card calls placed by Inmates from Confinement Facilities
are billed at a flat rate of \$2.00 per call.

3.6.2.6. InterLATA Debit Card Rates and Charges

Measured Charge – IntraLATA / InterLATA

Each Minute: \$0.2500

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, CONT.

3.7 – MISCELLANEOUS SPECIAL CHARGES

3.7.1. Billing Cost Recovery Fee

In order to partially offset increased expenses associated with billing calls via local exchange carriers, a non-discountable billing cost recovery fee will apply to each billing period in which local or long distance collect calls are billed through a customer's local exchange carrier. This fee will be charged only once per billing period regardless of the number of calls. The fee will not apply in any billing period in which no collect calls are billed via the customer's local exchange carrier or directly through the company. This fee does not apply to any prepaid services or debit calling services paid for by commercial credit card, check, money order, wire or commissary account.

3.7.1.1 LEC Billing Cost Recovery Fee, per month where applicable,
up to \$2.49

3.7.1.2 Direct Billing Cost Recovery Fee, per month where applicable,
up to \$1.50

3.7.2. Voice Verification Service

Voice Verification Service is an optional service that provides validation of the inmate's identity through voice verification technology for the purposes of improved security and the reduced potential of fraud and customer harassment by inmates. This charge apply to automated calls placed by inmates of correctional facilities when such calls are provided through the Company's own processing equipment. Where Voice Verification Service is specifically requested by correctional facilities, this charge applies in addition to all applicable institutional rates and charges as specified in this tariff.

3.7.2.1 Voice Verification Service Charge per call, where requested by the
Correctional Facility for additional security * \$0.35

* Voice Verification and RFID Verification Service would not be used concurrently.

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3.7.3. RFID Verification Service

RFID Verification Service is an optional service that provides validation of the inmate's identity through electronic verification technology for the purposes of improved security and the reduced potential of fraud and customer harassment by inmates. This charge apply to automated calls placed by inmates of correctional facilities when such calls are provided through the Company's own processing equipment. Where RFID Verification Service is specifically requested by correctional facilities, this charge applies in addition to all applicable institutional rates and charges as specified in this tariff.

3.7.3.1 RFID Verification Service Charge per call, where requested by the
Correctional Facility for additional security * \$0.35

* RFID Verification and Voice Verification Service would not be used concurrently.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, CONT.

3.8 - PROMOTIONS

3.8.1. Comparable Pricing Promotion

The Company will, at its discretion, match certain standard or promotional offerings of other interexchange carriers or resellers in order to acquire new Confinement Facility contracts or retain existing Confinement Facility contracts. The Confinement Facility must demonstrate to the Company's satisfaction that 1) an alternative service offering is valid and currently available from a competing interexchange carrier or reseller and 2) the Confinement Facility intends to either enter into a contract with ATN or remain contracted with the competing interexchange carrier or reseller. A promotional letter should be filed with the Commission with copies provided to the ORS describing the promotion including the originating and terminating dates of the promotion

3.9 - CONTRACT SERVICES

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services for other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract. All Contracts will be made available to the Commission and the ORS upon request.

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ORIGINAL

CERTIFICATE OF SERVICE

The undersigned employee of Elliott & Elliott, P.A. does hereby certify that she has served below listed parties with a copy of the pleading(s) indicated below by mailing a copy of same to them in the United States mail, by regular mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

RE:

Application of ATN, Inc. for a Certificate of Public Convenience and Necessity to Provide Intrastate Telecommunications Services and for Alternative Regulation Within the State of South Carolina

DOCKET NO.:

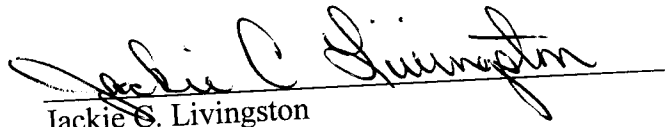
PARTIES SERVED:

C. Dukes Scott, Esquire
Office of Regulatory Staff
P. O. Box 11263
Columbia, SC 29211

PLEADING:

APPLICATION

April 13, 2009



Jackie C. Livingston
Paralegal to Scott Elliott

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SCOTT ELLIOTT SERVICE
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